

REMARKS

Applicants have thoroughly considered the Examiner's remarks in the June 11, 2007 Office action and have amended the application to more clearly set forth aspects of the invention. This Amendment A amends claims 1, 3, 4, 10, 13, 14, 16-22, 24, 36 and 40. No new matter has been added.

Claims 1-14, 16-22, 24-36 and 38-40 are presented in the application for further examination. Reconsideration of the application as amended and in view of the following remarks is respectfully requested.

Applicants request that the Examiner now have the drawings as originally filed reviewed and accepted.

Claim Rejections Under 35 U.S.C. § 101

Claim 15 has been canceled and claims 13, 14 and 16-21 have been amended to recite a medium so that the rejection under § 101 should be withdrawn.

Claim Rejections Under 35 U.S.C. § 102

Claims 1-12 stand rejected as anticipated by Bryan (US 7,133,869). Applicants request reconsideration of the rejection on the basis that the amended claims recite a combination of elements not taught by Bryan or the other references, either separately or taken together. Although Bryan generally discloses templates, the templates of Bryan are for users and administrators and are very different than the templates specified by claims 1-12. In particular, the templates of Bryan specify a category but do not specify events of the category. Further, the templates of Bryan are not directed to recurring events. In contrast, claim 1 recites (1) that the parameters define a plurality of events relating to the specified category wherein the events are specified by the content provider and (2) that the events are recurring. These distinctions are significant advantages over Bryan because the templates recited by claims 1-12 permit a much faster response in a notification system and minimize processing requirements. Bryan does not recognize these elements of claims 1-12 and does not address these advantages. In fact, the user templates of Bryan tend to get cumbersome and bog down the notification system because the templates vary in too many different ways.

The Examiner argues that Bryan teaches categories:

As claim 3, Bryan further teaches defining, with the template, a category of events for which the notifications are to be generated (fig. 1, labels 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138; col. 5, lines 47-58).

the search results. In FIG. 1, examples of these types of templates include news template 116, stocks template 118, weather template 120, interest template 122, journals template 124, and search template 126. Additional types of templates that will be described in detail herein include event template 128, contact list template 130, daily schedule template 132, intra-agency KNOWLEDGE SWITCH™ management template 134, and inter-agency KNOWLEDGE SWITCH™ management template 136, and a producer template 138. Using a template-based architecture allows KNOWLEDGE SWITCH™ 100 to be easily configured to meet individuals' and organizations' needs.

However, in this regard Bryan teaches that the fields in the templates are edited by the administrator and user (see column 8, lines 7-67) so that the category is specified by the administrator and user.

In contrast, the claims recite that the category is specified by the content provider. In particular, independent claims 1, 22 and 36 recite "said template relating to a category specified by the content provider...." Similarly, claim 14 specifies "a category specified by the content provider...." In Bryan, the purpose of the templates is to identify the content requested by the users and administrators. In contrast, the purpose of the claimed templates is the fit content requests into a specified categories as defined by the content provider.

The Examiner also argues that Bryan teaches recurring events:

As claim 6, Bryan further teaches the method of claim 5, further comprising matching a most recent instance of the recurring event to the subscription to generate the notifications (fig. 3-6; col. 9, lines 37-41, that the ticket problem is recurring event; col. 4, lines 65-67; col. 5, lines 1-9) for delivery at the predetermined time of day (fig. 9, label 132; col. 10, lines 21-32, that the schedule template provides parameters specifying when (time) the notification will be delivered).

However, in this regard, a ticket problem is not a recurring event, it is not an event relating to a category of the template and it is not an event specified by the content provider. In contrast, claim 1 recites "said template containing one or more parameters specified by the content provider, said parameters defining a plurality of events specified by the content provider

and relating to the specified category, each of said events comprising a recurring event specified by the content provider...." Similarly, claim 14 recites "wherein the scenario template includes a category component defining a plurality of events specified by the content provider and relating to a category specified by the content provider, for which the notifications are to be generated, each of said events relating to a recurring event specified by the content provider..." Similarly, claim 22 recites "said template containing one or more parameters specified by the content provider, said parameters defining a plurality of events specified by the content provider and relating to the category, each of said events relating to a recurring event specified by the content provider...." Similarly, claim 36 recites "said template containing one or more parameters specified by the content provider, said parameters defining a plurality of events specified by the content provider and relating to the category, each of said events relating to a recurring event specified by the content provider....""

It is important to note that the claims recite that the template has a category and events of the category, both of which are specified by the content provider. In contrast, Bryan does not have events in its templates.

Thus, the independent claims recite elements not found in Bryan so that the rejection of the claims based on §102 should be withdrawn.

Claim Rejection Under 35 U.S.C. § 103

Claims 13-40 stand rejected as anticipated by Bryan in view of Eichstaedt (US Pub. 20050027741). The Examiner generally cites Eichstaedt as teaching a CRM. Applicants request reconsideration of the rejection on the basis that the amended claims recite a combination of elements not taught by Bryan or Eichstaedt, either separately or taken together.

As noted above, although Bryan generally discloses templates, the templates of Bryan are for users and administrators and are very different than the templates specified by independent claim 1. In particular, the templates of Bryan specify a category but do not specify events of the category. Further, the templates of Bryan are not directed to recurring events. Eichstaedt does not cure these deficiencies of Bryan. The CRM of Eichstaedt is RAM relating to an operating system, a processing module, interfaces, an engine and applications, not templates.

In contrast, independent claims 14, 22 and 36 each recite (1) that the parameters define a plurality of events relating to the specified category wherein the events are specified by the

content provider and (2) that the events are recurring. These distinctions are significant advantages over Bryan because the templates recited by independent claims 14, 22 and 36 permit a much faster response in a notification system and minimize processing requirements. Bryan does not recognize these elements of independent claims 14, 22 and 36 and does not address these advantages. In fact, the user templates of Bryan tend to get cumbersome and bog down the notification system because the templates vary in too many different ways. As noted above, Eichstaedt does not teach templates so that it does not cure these deficiencies of Bryan. Thus, independent claims 14, 22 and 36 and their dependent claims are patentable over Bryan and Eichstaedt. Applicants note that the same arguments are applicable to claims 1-13.

Claim 16 recites a scheduling component. Claims 3, 24 and 40 have been amended to recite a scheduling component. The Examiner notes:

As claim 16, Bryan further teaches the scenario template includes a scheduling component for defining when the notifications are to be delivered (fig. 9, label 132; col.10, lines 21-32, that to establish a time (schedule) when the notifications will be delivered, based on the template parameter).

However, this section of Bryan does not teach a scheduling component:

20 be accessible by click on schedule input area 706 illustrated in FIGS. 7 and 8. In FIG. 9, daily schedule template 132 includes a user-editable calendar 900 that allows the user to associate days and times with contact profiles. The shaded areas in schedule 900 correspond to the shaded areas in
25 contact interface 302. In order to associate a time of day with a contact profile, the user simply clicks in the appropriate time cell in daily schedule 900 and selects one of the defined contact profiles. Providing an easy-to-use interface that allows a user to associate contact information with the time
30 of day increases the likelihood that an alert will reach the user because the user is more likely to keep his or her contact information current.

Instead, Bryan teaches a schedule template which associates days and times with profiles. Although this associates contact information with the time of day, it does not teach a scheduling component as an element of the template.

Applicants note that the scheduling component is recited as an element of the template and that the Examiner must cite a reference which teaches the scheduling component as an element and not as a general feature, as noted in Bryan. Thus, claims 3, 16, 24 and 40 should be allowed.

Further, at least claim 16 recites the scheduling component in combination with a category component, a notification generation component and a delivery component. Unless the Examiner cites prior art which teaches such a combination, which it does not, claim 16 should be allowed.

Conclusion

Applicants submit that the claims are allowable for at least the reasons set forth herein. Applicants thus respectfully submit that claims 1-14, 16-22, 24-36 and 38-40 as presented are in condition for allowance and respectfully request favorable reconsideration of this application.

Although the prior art made of record and not relied upon may be considered pertinent to the disclosure, none of these references anticipates or makes obvious the recited aspects of the invention. The fact that Applicants may not have specifically traversed any particular assertion by the Office should not be construed as indicating Applicants' agreement therewith.

Applicants wish to expedite prosecution of this application. If the Examiner deems the application to not be in condition for allowance, the Examiner is invited and encouraged to telephone the undersigned to discuss making an Examiner's amendment to place the application in condition for allowance.

The Commissioner is hereby authorized to charge any deficiency or overpayment of any required fee during the entire pendency of this application to Deposit Account No. 19-1345.

Respectfully submitted,

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